

Illinois Tool Works Inc
Corporate Headquarters
3600 West Lake Avenue
Glenview, IL 60026-1215
Telephone 847.724.7500



May 1, 2008

EPA Region 5 Records Ctr.



313829

Mr. Randall Griffin
Chief Regulatory Counsel
The Dayton Power and Light Company
1065 Woodman Drive
Dayton, Ohio 45432

Re: Access Agreement for Remedial Investigation and Feasibility Study
South Dayton Dump and Landfill Superfund Site - Moraine, Ohio

Dear Mr. Griffin:

As you may be aware, some of the potentially responsible parties (PRPs) which received the Special Notice letter from the U.S. Environmental Protection Agency (U.S. EPA) regarding the South Dayton Dump and Landfill Superfund Site (Site) have agreed to conduct the Remedial Investigation and Feasibility Study (RI/FS). The parties which have agreed to conduct the RI/FS have organized themselves as the South Dayton Dump PRP Group (PRP Group).

The Administrative Settlement Agreement and Order on Consent (ASAOC) for RI/FS requires that the PRP Group secure access for RI/FS activities from those that own parcels within and adjacent to what U.S. EPA defines as the Site. Your organization owns a parcel that is adjacent to land included in U.S. EPA's definition of the Site. I have enclosed a draft figure that describes potential investigations at the Site as well as on your property. Therefore, the PRP Group requests that you execute the attached Access Agreement at your earliest possible convenience. Two copies of the Access Agreement which have been executed by the PRP Group are enclosed. Please return one executed copy to me at the letterhead address and keep one executed copy for your files.

If the PRP Group is unable to secure access for RI/FS activities, then the U.S. EPA will utilize its substantial legal power to secure access from affected property owners. Please contact me for questions at 847-657-4843 or kbrown@itw.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Brown", is written over the typed name.

Ken Brown, CHMM
Environmental Engineer
South Dayton Dump PRP Group Representative

Enclosures

SITE ACCESS AGREEMENT

This Site Access Agreement is made this 1st day of May, 2008, by, among and between The Dayton Power and Light Company ("Licensors"), in favor of the South Dayton Dump Potentially Responsible Party ("PRP") Group.

WHEREAS, Licensors are the owners of property located at 1900 Dryden Road, Lot Number 2941 in Moraine, Ohio ("the Premises"); and

WHEREAS, the South Dayton Dump PRP Group wishes to conduct certain environmental investigation work at the Premises; and

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Access**

Licensors hereby grant to the South Dayton Dump PRP Group, their contractors, agents, consultants, designees and representatives, a temporary right and license to enter upon the Premises at all reasonable times upon prior telephone notification to conduct site inspections as well as environmental soil and groundwater sampling in connection with a Remedial Investigation and Feasibility Study pursuant to the Administrative Settlement Agreement and Order on Consent ("ASAOC") for Remedial Investigation and Feasibility Study, CERCLA Docket Number V-W-06-C-852 under the oversight of the United States Environmental Protection Agency ("U.S. EPA") and the State of Ohio. Licensors further grant to the U.S. EPA, the State of Ohio, and their representatives and designees, including contractors, access at all reasonable

times to the Site for the purpose of conducting any activity related to the ASAOC described above.

2. Term of License

This Site Access Agreement and all rights granted hereunder, shall terminate upon completion of the Remedial Investigation and Feasibility Study pursuant to the ASAOC described above.

3. Non-Interference with Licensors' Use

In exercising its rights under this Site Access Agreement, the South Dayton Dump PRP Group shall, at all times, conduct its activities in such a way as to not interfere with the activities or operations of Licensors at the Premises or with other authorized uses of the Premises and shall honor all reasonable requests and instructions which are made to them by Licensors or other appropriate parties.

4. Indemnity

The South Dayton Dump PRP Group covenants and agrees to save and keep harmless and indemnify Licensors, their officers and from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, penalties, claims, demands, and judgments of every kind and nature, including without limitation, reasonable attorney's fees and expenses for any personal injury or property damage to any building, structure, fixture, parking area or landscaping resulting or arising from the South Dayton Dump PRP Group activities hereunder.

5. Threats to Human Health or the Environment

If at any time during the performance of the work hereunder, the South Dayton Dump PRP Group or its agents discover any incident or condition that creates an emergency or danger to the health or safety of persons on or adjacent to the Premises, the South Dayton Dump PRP Group shall promptly notify Licensors of such incident or condition. If Licensors discover any such condition Licensors shall notify the South Dayton Dump PRP Group.

6. Restoration

Upon conclusion of its work, the South Dayton Dump PRP Group shall restore the Premises to the conditions existing immediately prior to the conduct of such work and in accordance with all applicable requirements.

Should the South Dayton Dump PRP Group's activities upon the Premises cause damage to any utilities, the cost of repair shall be the sole responsibility of the South Dayton Dump PRP Group, and repairs shall be made immediately.

7. Compliance with Laws

The South Dayton Dump PRP Group shall comply promptly and fully with all present and future laws and regulations in connection with its work hereunder.

8. Agreement to Limit Publicity

Neither the South Dayton Dump PRP Group, nor its agents, representatives, designees or contractors, shall discuss environmental conditions or its investigative work at the Premises with any other person, entity, media organization, etc. without the express written consent of Licensors. The lone exceptions to this publicity rule will occur when South Dayton Dump PRP Group is required by law to disclose such information or as necessary to notify governmental authorities, obtain approval of an investigative or remediation plan from the appropriate governmental authority or submit reports or other documents to governmental authorities.

9. Construction and Intention

This Site Access Agreement is intended to be and shall be construed as a grant of temporary right of access and not an interest in the Premises.

10. Relationship of Parties

Nothing contained in this Site Access Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Licensors and South Dayton Dump PRP Group, it being understood and agreed that no provision contained in this Site Access Agreement, nor any acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship of Licensors to Licensee.

11. Captions

The captions in this Site Access Agreement are for convenience only and shall not be deemed to be a part hereof.

12. Governing Law

This Site Access Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any action to enforce the terms of this Site Access Agreement shall be brought in an appropriate court in Montgomery County, Ohio.

13. Amendment

This Site Access Agreement may not be modified or amended except by a written agreement duly executed by the parties hereto or by their respective successors or assigns, as the case may be. Licensors acknowledge that the U.S. EPA, Ohio EPA or their designees may require Licensee to undertake additional work not specified herein. In that event, Licensee shall confer with Licensors and amend, with Licensors' approval, this Site Access Agreement. Such approval shall not be unreasonably withheld.

14. Entire Agreement

This Site Access Agreement fully sets forth all agreements and understandings of the parties to this Site Access Agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Site Access Agreement on the day and year first above written.

LICENSORS

Date: _____

LICENSORS CONTACT INFORMATION

Name: _____

Title: _____

Address: _____

Office Phone: _____

Mobile Phone: _____

Facsimile: _____

E-mail: _____

LICENSEE

South Dayton Dump PRP Group

By: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Ken Brown, CHMM

Environmental Engineer

Illinois Tool Works Inc.

3600 West Lake Avenue

Glenview, Illinois 60026

Office Phone: 847-657-4843

Mobile Phone: 847-224-9003

Facsimile: 847-657-7892

E-mail: kbrown@itw.com

Steve Quigley, P.E.

Principal

Conestoga-Rovers & Associates

651 Colby Drive

Waterloo, Ontario Canada N2V 1C2

Office Phone: 519-884-0510

Mobile Phone: 519-498-7997

Facsimile: 519-884-0525

E-mail: squigley@craworld.com

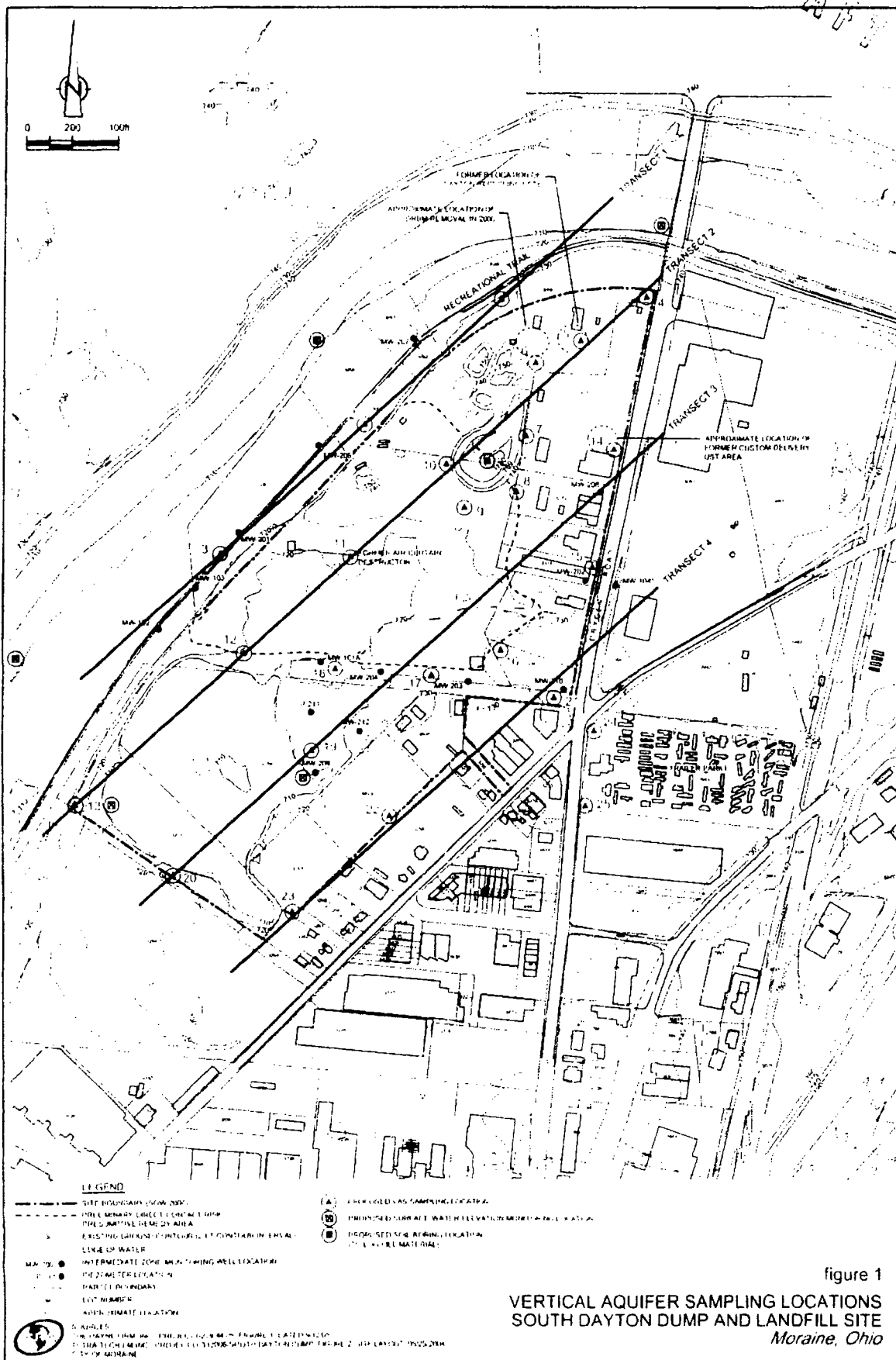


figure 1

VERTICAL AQUIFER SAMPLING LOCATIONS
SOUTH DAYTON DUMP AND LANDFILL SITE
Moraine, Ohio

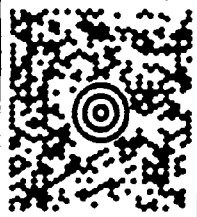

UPS CampusShip: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the dotted line.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
 - o Hand the package to any UPS driver in your area.
 - o Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are accepted at Drop Boxes.
 - o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

- o Your driver will pickup your shipment(s) as usual.

FOLD HERE

KEN BROWN 8476574843 FTW CORPORATE 3600 W. LAKE AVENUE GLENVIEW IL 60026		SHIP TO: RANDALL GRIFFIN 937-259-7377 THE DAYTON POWER AND LIGHT COMPANY 1065 WOODMAN DRIVE DAYTON OH 45432-1423		LTR 1 OF 1	
		OH 453 9-01			
UPS NEXT DAY AIR		1			
TRACKING #: 1Z 398 9X7 01 9278 2871					
BILLING: P/P				 CS 101.06 W202660 75 0A 01/2008 TM	



Delivery Notification

Dear Customer,

This is in response to your request for delivery information concerning the shipment listed below.

Tracking Number: 1Z 398 9X7 01 9278 287 1
Service: NEXT DAY AIR
Shipped/Billed On: 05/01/2008
Delivered On: 05/02/2008 9:23 A.M.
Delivered To: 1065 WOODMAN DR
DAYTON, OH, US 45432
Signed By: WELLMEIEK

A handwritten signature in black ink, appearing to read "Neil W. Wellmeier".

Location: RECEIVER

Thank you for giving us this opportunity to serve you.

Sincerely,
UPS

Tracking results provided by UPS: 06/03/2008 10:39 A.M. ET